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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

Original Title Page

NAME: "K" LINE/ Volkswagen Konzernlogistik GmbH & Co.
OHG/ SPACE CHARTER AGREEMENT

FMC NO: **012360**

CLASSIFICATION: SPACE CHARTER AGREEMENT

EXPIRATION DATE: NONE



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ARTICLE 1: FULL NAME OF AGREEMENT

The full name of this Agreement is the “K” LINE/ Volkswagen Konzernlogistik GmbH & Co. OHG Space Charter Agreement (“the Agreement”).

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize Volkswagen Konzernlogistik GmbH & Co. OHG to charter space from “K” LINE on its ro-ro vessels and to authorize the parties to reach related cooperative working arrangements in connection with the carriage of cargo on terms and conditions agreed among the parties in the trades defined in Article 4 of this Agreement.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- (1) KAWASAKI KISEN KAISHA, LTD
Lino Building
1-1, Uchisaiwaicho 2-Chome
Chiyoda-ku Tokyo 100-8540, Japan
(hereafter “K’LINE”)
- (2) Volkswagen Konzernlogistik GmbH & Co. OHG
Hesslinger Str. 12
38440 Wolfsburg
Germany
(hereafter “VW-KL”)

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ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The scope of this Agreement is transportation of vehicles and other cargo between various North America coastal ports and various ports in Mexico, Germany and Canada.

ARTICLE 5: OVERVIEW OF AGREEMENT AUTHORITY

5.1 "K" LINE is authorized to charter space to VW-KL in the Agreement Trade on an "as needed /as available" basis, on vessels owned, chartered, or managed by it, on such terms and conditions as the parties may agree from time to time. To facilitate efficient operations under this Agreement, the parties may discuss and agree upon their space requirements and the availability of such space in vessels owned, chartered, or managed by "K" LINE for VW-KL shipments. The place and timing of the provisions of space; procedures for booking space, for documentation, for special cargo handling instructions or requirements, and for other administrative matters relating to chartering and transportation provided under this Agreement; and the terms and conditions for the use or interchange of equipment useful in the carriage of cargo in the Trade covered by this Agreement.

5.2 Compensation for any space chartered pursuant to this Agreement shall be upon such terms and such prices as the parties may from time to time agree.

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Billing and payment terms and conditions shall also be as agreed between the parties from time to time.

5.3 The parties are authorized to discuss and agree upon arrangements for the use of terminals in connection with the chartering of space hereunder, including entering into exclusive, preferential, or cooperative working arrangements with marine terminal operators and any person relating to marine terminal, stevedoring or other shore side services. Nothing herein, however, shall authorize the parties jointly to operate a marine terminal in the United States.

5.4 The parties are authorized to exchange information on any matter within the scope of this Agreement and to reach agreement on any and all administrative and operational functions related hereto including, but not limited to, forecasting, terminal operations, stowage planning, insurance, liability, cargo claims, indemnities, the terms of their respective bills of lading, failure to perform and force majeure.

5.5 The parties are authorized to enter into agreements concerning routine operational or administrative matters to implement the foregoing. Any further agreement which does not concern routine operational or administrative matters cannot go into effect unless filed and effective under the Shipping Act of 1984, as amended.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION
OF AUTHORITY

The following shall have the authority to sign and file this Agreement and any modification hereto and to delegate same:

- (a) any authorized officer or official of either party;
- (b) legal counsel for either party.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

Either party hereto may resign upon not less than thirty (30) days' advance written notice to the other parties.

ARTICLE 8: VOTING

Not Applicable.

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

This Agreement shall take effect on the date it becomes effective under the Shipping Act of 1984, as amended and shall remain in effect until it is terminated by mutual agreement of the parties or until one of the parties resigns pursuant to Article 7 hereof. The foregoing is without prejudice to any party's remedies for breach of the Agreement.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by
their duly authorized representatives as of this 21st day of September, 2015

Volkswagen Konzernlogistik GmbH & Co. OHG

By: 

Name: ASHLEY W. CRAIG

Title: COUNSEL

KAWASAKI KISEN KAISHA, LTD

By: 

Name: Eliot J. Halperin

Title: Counsel